

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 01-Oct-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY ARMY CONTRACTING COMMAND-NCR 200 STOVALL STREET ALEXANDRIA VA 22332-1800		CODE W91QUZ		7. ADMINISTERED BY (If other than item 6) ARMY CONTRACTING COMMAND-NCR 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700		CODE W91QUZ	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CARASOFT TECHNOLOGY CORPORATION CRAIG ABOD 12369 SUNRISE VALLEY DR STE D2 RESTON VA 20191-5430				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-11-F-0027			
				X 10B. DATED (SEE ITEM 13) 28-Jun-2011			
CODE 1P3C5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) and FAR 52.217-9, Option to Extend the Term of the Contract.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: dhari112769 Exercise Option CLINs 0010 and 0015, Subject to the Availability of Funds (SAF), FAR 52.232-18, Availability of Funds (Apr 1984) Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.s.harris@us.army.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Donna S. Harris</u> (Signature of Contracting Officer)		16C. DATE SIGNED 29-Sep-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$9,329,372.35 from \$33,733,294.00 to \$43,062,666.35.
The offeror bid date 17-Jun-2011 has been deleted.

SUPPLIES OR SERVICES AND PRICES

CLIN 0010

The CLIN extended description has changed from Secure Product Support for Large Enterprises (PSLE) for existing licenses that are co-terminated as of 30 September 2011, and CLIN 0001. (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. to Secure Product Support for Large Enterprises (PSLE) for existing licenses that are co-terminated as of 30 September 2011, and CLIN 0001. (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. Modification P00002 reduces the price of this CLIN from \$9,534,155.50 by \$224,368.50 to \$9,309,787.00. The price has been decreased because 4 products are no longer in use by GCSS-Army and some Oracle runtime support was purchased under separate contract..

The unit price amount has decreased by \$224,368.50 from \$9,534,155.50 to \$9,309,787.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$224,368.50 from \$9,534,155.50 to \$9,309,787.00.

CLIN 0015

The unit price amount has decreased by \$5,759.65 from \$25,345.00 to \$19,585.35.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$5,759.65 from \$25,345.00 to \$19,585.35.

The following have been added by full text:

ADDENDUM FOR ARMY TS AND CS

END CUSTOMER NAME: US ARMY, PD CHESS ("CUSTOMER")

End Customer Address: 9350 HALL ROAD
FORT BELVOIR, VA 22060

SECURE PRODUCT SUPPORT FOR LARGE ENTERPRISES ADDENDUM ("Addendum")
effective October 1, 2011 ("Effective Date")
between
CARAHSOFT TECHNOLOGY CORPORATION
and
THE US ARMY PD CHESS ("Licensee")

WHEREAS, Licensee has licensed SAP Software through multiple licensing transactions entered by Licensee itself, or by third parties acting on Licensee's behalf as described in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17" hereto (together, all such licensing transactions comprise "the Agreement"); and

WHEREAS, SAP GSS provides through its employees and third party contractors the Secure Product Support for Large Enterprises services described in this Addendum to licensees of the SAP Software; and

WHEREAS the parties agree that the terms and conditions of the Agreement specified above shall apply to this Addendum. All terms set forth in the Agreement and referred to herein shall have the same meaning as set forth in the Agreement unless otherwise specifically modified by this Addendum.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows.

This Addendum governs the provision of support services by SAP as further defined herein ("SAP Product Support for Large Enterprises"), and the provision of secure support services by SAP GSS as further defined herein ("Secure Support"), together "Secure Product Support for Large Enterprises," for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the "PSLE Solutions"), excluding software to which special support agreements apply.

1. Definitions:

1.1 "Business Objects" shall mean Business Objects S.A., a societe anonyme, organized under the laws of the Republic of France and any corporation or other entity of which it owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests.

1.2 "Go-Live" marks the point in time from when, after implementation of Licensee's PSLE Solutions or an upgrade of PSLE Solutions, can be used by Licensee for processing real data in live operation mode and for running Licensee's business in accordance with the Agreement.

1.3 "Net License Value" shall mean the undiscounted license fees for PSLE Solutions licensed by Licensee and Licensee Affiliates minus all discounts granted by SAP but before any migration credit is applied.

1.4 "Licensee Solution" shall mean PSLE Solutions and any other software licensed by Licensee from third parties, provided such third party software is operated in conjunction with PSLE Solutions.

1.5 "SAP Product Support for Large Enterprises" shall mean the global support program delivered commercially by SAP as further defined herein.

1.6 "Secure Product Support for Large Enterprises" shall mean the support program delivered under this Addendum comprising SAP Product for Large Enterprises and Secure Support as further defined herein.

1.7 "Secure Support" shall mean the secure support delivered commercially by SAP GSS as further defined herein, delivered in conjunction with SAP Product Support for Large Enterprises.

1.8 "Production System" shall mean a live SAP system used for normal business operations and where Licensee's data is recorded.

1.9 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business. Details and examples can be found on the SAP Service Marketplace (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).

1.9 "Top-Issues" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with the SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Licensee's core Production System.

For purposes of this Addendum only, "Software" as defined under the Agreement shall include software licensed from Business Objects.

2. Scope

SAP PRODUCT SUPPORT FOR LARGE ENTERPRISES. Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Product Support for Large Enterprises services. SAP Product Support for Large Enterprises is delivered by SAP globally and currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed PSLE Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP provides enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP may usually provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases. Details on SAP's release strategy and recommendations for technology updates for SAP's enhancement packages can be found on the SAP Service Marketplace.
- Available ABAP code for PSLE Solutions applications and additionally released and supported function modules.
- Software change management processes, such as changed configuration settings or PSLE Solutions upgrades, is supported currently through content and information material, tools for client copy and entity copy, and tools for comparing customization.
- Configuration guidelines and content for PSLE Solutions are usually shipped via SAP Solution Manager Enterprise Edition (see also SAP's product standard "SAP Business Solution Configuration Standard")
- Best practices for SAP System Administration and SAP Solution Operations for PSLE Solutions.

- SAP configuration and operation content is supported as integral parts of PSLE Solutions.
- Content, tools and process descriptions for SAP Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the PSLE Solutions and/or the applicable documentation for the PSLE Solutions.

Message Handling

- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also documents related issues, licensee questions, and recommended solutions (e.g., customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global message handling by SAP for problems related to PSLE Solutions (for more information refer to Section 2.1).
- Global 24x7 escalation procedures.

Access to Services Content

- SAP shall provide Licensee with access to SAP's remote services methodology. In this manner SAP enables Licensee to perform proactive support services for the PLSE Solutions.

SAP Product Support for Large Enterprises Roadmap Planning

- Up to two times per calendar year, Licensee and SAP will perform a joint telephone conference for example to exchange information about Licensee's current or planned global projects to implement or upgrade PSLE Solutions, to review Top-Issues and risk mitigation plans and to discuss quality assurance topics with regard to end-to-end operations of and support for Licensee's SAP Software Solutions, and to generally align on collaboration between Licensee and SAP in the area of support activities and delivery of SAP Product Support for Large Enterprises for Licensee's SAP Software Solutions.
- Licensee can contact the Secure Support Advisor to request the scheduling of such telephone conference.
- If mutually agreed between Licensee and SAP, such planning can also take place in the course of an onsite meeting at a mutually agreed location.
- Licensee acknowledges that a successful planning requires the support of Licensee's Customer COE.

SAP Solution Manager Enterprise Edition as described in Section 2.2 below

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems - to monitor available resources and collect system status information of the PSLE Solutions (e.g., SAP EarlyWatch Alert).
- Pre-configured test templates and test cases are usually delivered via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Licensee's testing activities with functionalities that currently include:
 - Test administration for PSLE Solutions by using the functionality provided as part of the SAP Solution Manager Enterprise Edition
 - Quality Management for management of "Quality-Gates"
 - SAP-provided tools for automatic testing
 - SAP-provided tools to assist with optimizing regression test scope. Such tools support identifying the business processes that are affected by a planned SAP Software Solutions change and make recommendations for the test scope as well as generating test plans (for details see <http://service.sap.com/>).
- Content and supplementary tools designed to help increase efficiency, which may include implementation methodologies and standard procedures, an Implementation Guide (IMG), and Business Configuration (BC) Sets.
- Access to guidelines via the SAP Service Marketplace, which may include implementation and operations processes and content designed to help reduce costs and risks. Such content currently includes:
 - End-to-End Solution Operations: Assists Licensee with the optimization of the end-to-end operations of Licensee's SAP Software Solution.
 - Run SAP Methodology: Assists Licensee with application management, business process operations, and administration of the SAP NetWeaver® technology platform, and currently includes:
 - The SAP standards for solution operations
 - The road map of Run SAP to implement end-to-end solution operations
 - Tools, including the SAP Solution Manager Enterprise Edition application management solution.

For more information on the Run SAP methodology, refer to <http://service.sap.com/runsap>
- Participation in SAP's customer and partner community (via the SAP Service Marketplace), which provides information about best business practices, service offerings, etc.

2.1. Global Message Handling. When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of a submitted message at any time.

In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provide remote access as specified in Section 3.2(iii).

2.2 SAP Solution Manager Enterprise Edition. SAP Solution Manager shall be subject to the Agreement and is for the following purposes only: (i) delivery of SAP Product Support for Large Enterprises and support services for Licensee Solutions including delivery and installation of software and technology maintenance for PSLE Solutions; (ii) the operation of a service desk for PSLE Solutions and remote diagnostic tools for Licensee Solutions; (iii) application management for Licensee Solutions including implementation, testing, change request management, operations and continuous improvement for PSLE Solutions and; (iv) administration, monitoring and reporting for Licensee Solutions. The use for the SAP Solution Manager Enterprise Edition is limited to the PSLE Solutions only.

SAP Solution Manager Enterprise Edition is subject to the usage rights granted in the Agreement and may not be used for any other purposes than those specified herein. The right to use any SAP Solution Manager Enterprise Edition capabilities other than those above is subject to a separate written agreement with SAP, even if such capabilities are contained in or related to SAP Solution Manager Enterprise Edition.

SECURE SUPPORT. Licensee may request and SAP GSS shall provide, to such degree as SAP GSS makes such services generally available in the Territory, Secure Support services. Secure Support is delivered in the United States only and currently includes a secure remote connection, secure backoffice, secure support advisor, and secure support setup.

2.3 Secure Remote Connection and Secure Backoffice. A US citizen-staffed secure backoffice located in a US facility shall be provided during the standard hours of 9:00AM to 6:00PM United States Eastern time, Monday through Friday, excluding holidays observed by SAP GSS ("Standard Hours") for the following Licensee site(s).

Fort Belvoir, VA

Under SAP Product Support for Large Enterprises, Licensee messages are initially received and addressed by SAP's global support organization. When connection is needed to the Licensee network in cases where login is required for problem resolution, Licensee requires that login can only be performed by US citizen resources over an approved communication channel that terminates in the continental US. Under Secure Support, SAP GSS provides this secure channel and maintains a controlled area from which the secure connection will terminate in a GSS-provided, or if agreed a Licensee-provided, personal computer ("PC"). This PC shall contain and be prepared to run the agreed upon and Licensee-provided Client VPN software, which will enable the SAP GSS secure connection to the Licensee solution infrastructure for the provision of Secure Support. Licensee shall provide all required customer-specific hardware/software, remote secure connections and access permissions to its production systems for delivery of the Secure Support service by SAP GSS.

The following operational process applies for SAP GSS Backoffice message support:

1. Licensee is responsible for identification of issues, initial issue analysis performed by Licensee's support center, and opening of customer message tickets through SAP Service Marketplace or SAP Solution Manager under SAP Product Support for Large Enterprises.
2. SAP Global Support Centers provide the first level of SAP support to review, analyze and provide any known resolution to issues or provide global 24x7 root cause analysis and escalation procedures. SAP Global Development will be engaged as appropriate to determine a resolution or identify additional information needed from Licensee.
3. Under Secure Support, neither SAP Global Support Centers nor SAP Global Development is authorized to access Licensee's system directly and will be instructed in internal SAP procedures not to request such access. In the event access is required by SAP, the SAP GSS Secure Backoffice will be engaged through internal SAP procedures to continue issue resolution as authorized by Licensee and facilitate communication between Licensee and SAP Global resources.
4. Under Secure Support, resolutions to issues will be documented and made available to Licensee in accordance with SAP's standard procedures.

2.4 Secure Support Advisor. SAP GSS shall designate one (1) resource in the SAP GSS organization to be Licensee's Secure Support contact person (the "Secure Support Advisor"). The Secure Support Advisor shall perform the following support tasks in collaboration with Licensee's Customer CoE: (i) SAP Product Support for Large Enterprises Roadmap Planning service delivery planning; and (ii) Secure Support Setup service delivery planning.

The Secure Support Advisor is available via telephone and email during the Standard Hours specified above. SAP GSS shall make available a substitute Secure Support Advisor during any periods where the designated Support Advisor is unavailable. All tasks of the designated SAP Support Advisor shall be coordinated with Licensee's designated Secure Support Program Manager and/or Customer CoE, as described in Section 3.1 below.

2.5 Secure Support Setup. Licensee and SAP GSS agree to jointly conduct an initial Secure Support Setup as part of Secure Support. The Secure Support Setup includes: (i) securing remote connectivity between Licensee and SAP GSS; (ii) reviewing best practices for collaboration with SAP GSS and SAP Active Global Support; (iii) reviewing Licensee solution landscape; and (iv) review of Licensee project roadmap.

3. Licensee's Responsibilities.

3.1 Secure Product Support for Large Enterprises Program Management. In order to receive Secure Product Support for Large Enterprises hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of Expertise (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

Contact Person Name	Postal Address	Email Address	Desk Telephone Number	Mobile Telephone Number
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3.2 Other Requirements. In order to receive Secure Product Support for Large Enterprises hereunder, Licensee must:

- (i) Continue to pay all maintenance and support fees in accordance with the Agreement.
- (ii) Otherwise fulfill its obligations under the Agreement and this Addendum.
- (iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for global problem analysis as part of global message handling. Such global remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner.
- (iv) Provide and maintain a secure remote connection between the SAP GSS secure facility and Licensee's production systems via a technical standard procedure acceptable to SAP GSS; provide all required Licensee-specific hardware/software, if any, agreed for use by SAP GSS, and grant SAP GSS all necessary authorizations and permissions necessary for Secure Support delivery. Licensee acknowledges that SAP GSS is not able to fulfill its Secure Support obligations during periods of time when Licensee denies SAP GSS access to the PSLE Solutions;
- (v) The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- (vi) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below within twenty-four months of the Effective Date of this Addendum.
- (vii) Have installed, used productively and activated for service delivery, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition Software support packages.
- (viii) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 207223 for information on setting up this service.
- (ix) Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- (x) Establish a global connection between Licensee's SAP Solution Manager Software installation and SAP and a connection between the Licensee Solutions and Licensee's SAP Solution Manager Software installation. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the PSLE Solutions and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- (xi) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- (xii) Licensee agrees to maintain adequate and current records of all Modifications and, if needed, promptly provide such records to SAP.
- (xiii) Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the PSLE Solutions.

4. Customer Center of Expertise.

4.1. Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Product Support for Large Enterprises, Licensee is required to establish at least one Customer Center of Expertise ("Customer Center or Expertise" or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE support Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP (for more information on the Run SAP methodology, refer to <http://service.sap.com/runsap>). The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

4.2 Basic Functions of the Customer COE: The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours [at least 8 hours a day, 5 days (Monday through Friday) a week]. Licensee support process and skills will be jointly reviewed in the framework of the service planning process and Customer COE certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee and/or affiliates provided such affiliates have the right to use the PSLE Solutions under the Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of PSLE Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's modification notification and disclosure requirements.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about PSLE Solutions and the Customer COE within the Licensee's organization.

- Service Planning: Licensee shall regularly engage in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

4.3 Customer COE Certification. If Licensee does not already have a certified Customer COE upon the Effective Date, Licensee must establish a certified Customer COE within two (2) years of the Effective Date. To obtain the then-current Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification) as well as an advanced certification. Detailed information on the initial certification and re-certification process and conditions are available in the SAP Service Marketplace at <http://service.sap.com/coe>.

5. Maintenance and Revenue Thresholds.

5.1 Licensee shall be eligible to receive Secure Product Support for Large Enterprises from the date at which Licensee informs SAP in writing about the meeting of both of the following criteria: (i) the aggregate of the overall yearly expenditure of Licensee and all Licensee Affiliates on the following exceeds or is equal to USD 7,000,000 (the "Maintenance Threshold"): (a) SAP Enterprise Support, whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Net License Value, irrespective of the then current SAP Enterprise Support Factor in effect, (b) SAP Product Support for Large Enterprises (currently 17%) times the applicable Net License Value, (c) SAP Standard Support, (d) Maintenance for software licensed from Business Objects,; (e) MaxAttention, (f) Secure Enterprise Support, whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Net License Value, irrespective of the then current Secure Enterprise Support Factor in effect, (g) Secure Product Support for Large Enterprises (currently 17%) times the applicable Net License Value, and (h) MaxSecure; and (ii) the Net License Value exceeds or is equal to USD 40,000,000 (the "License Threshold").

5.2 During the term of this Addendum, Licensee shall be responsible for determining whether Licensee still exceeds the Maintenance Threshold and/or the License Threshold. Upon Licensee's request, SAP will assist Licensee in this determination. If Licensee falls below either or both of these thresholds: (i) Licensee shall inform SAP thereof immediately; (ii) from the date Licensee falls below the Maintenance Threshold and/or the License Threshold: (a) the Secure Product Support for Large Enterprises Factor for Licensee's and Licensee's Affiliates PSLE Solutions under Appendices to the Agreement is replaced by a Secure Product Support for Large Enterprises Factor of 18.36% in 2009; 18.9% in 2010; 19.5% in 2011; 20.1% in 2012; 20.8% in 2013; 21.4% in 2014; and 22% in 2015. For the years 2015 and thereafter, the then current Secure Enterprise Support Factor according to SAP's then current price list applies; (b) The scope of SAP's support shall remain as defined in Section 2 above; (c) the Secure Product Support for Large Enterprises Factor for any additional purchases of software licenses subsequent to falling below the Maintenance Threshold and/or the License Threshold will be 22% until 2015; and thereafter the then current Secure Enterprise Support Factor according to SAP's then current price list; (iii) SAP will offer to Licensee Secure Enterprise Support in accordance with its then current terms. If Licensee accepts SAP's offering, the following shall apply: (a) The Secure Enterprise Support Fees shall remain at 22% until 2015; and thereafter the then-current Secure Enterprise Support Factor according to SAP's then current price list, and (b) The Secure Enterprise Support Factor for additional purchases of software licenses subsequent to switching to Secure Enterprise Support will be the same as outlined in 5.2(iii)(a) above.

5.3 Licensee is not eligible for Secure Product Support for Large Enterprises: (i) during the period between meeting the criteria under 5.1 and the date at which SAP receives written notice from Licensee that Licensee meets these criteria; and (ii) during the period between the date at which Licensee falls below the criteria under 5.1 and the date at which Licensee informs accordingly.

5.4 Licensee shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g. fees paid for Secure Enterprise Support.

6. Fees for Secure Product Support for Large Enterprises. Secure Product Support for Large Enterprises service for the software transactions listed in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17" hereto shall commence as of October 1, 2011, and shall renew annually on a Government Fiscal Year (GFY) basis on October 1 each year as specified in the "Carahsoft Section 2_TCLC_SAP_Update_Sept 24 2011" (Quote) updated on September 24, 2011. Fees shall be invoiced annually in advance each October 1 for the GFY in effect. Secure Product Support for Large Enterprises service for any additional Software subsequently licensed by Licensee and covered under future modifications to the "Carahsoft Section 2_TCLC_SAP_Update_Sept 24 2011" (Quote) shall commence as of the first day of the month following delivery of such additional Software, and applicable Secure Product Support for Large Enterprises Fees for such additional Software due prior to October 1 shall be invoiced on a pro-rata basis for the given GFY in effect.

The annual Secure Product Support for Large Enterprises Fee for the licensed Software listed in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17" hereto is priced at the current annual Secure Product Support for Large Enterprises Factor in effect (currently 17%) multiplied by the total Net License Fee for the licensed Software as specified in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17". Subject to Licensee continually meeting the threshold requirements for Secure Product Support for Large Enterprises, the Factor shall remain at 17% until December 31, 2013. Thereafter, the Factor is subject to change once during a calendar year upon three (3) months notice to Licensee. Until December 31, 2017, Licensee's Factor shall not be increased more than the lesser of 3% or the percentage increase in the Consumer Price Index (CPI) applied on a cumulative year-over-year basis starting from October 1, 2011 or the date of Licensee's last Factor increase, whichever occurred later.

Secure Product Support for Large Enterprises Fees for the software license transactions listed in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17" hereto are specified in the "Carahsoft Section 2_TCLC_SAP_Update_Sept 24" (Quote).

Licensee has elected to consolidate its previous license Orders (see list of Orders in "Carahsoft Section 1 - Technical Proposal - Software Order Form FINAL - Updated 6-17" hereto) effective October 1, 2011 under the Secure Product Support for Large Enterprises landscape described in the "Carahsoft Section 2_TCLC_SAP_Update_Sept 24 2011" (Quote). As of October 1, 2011, Enterprise Support shall no longer be provided for the previous Orders. Licensee understands and agrees it is responsible for administering any terminations of its prior maintenance/support agreements in connection with its election to convert to Secure Product Support for Large Enterprises effective October 1, 2011.

- 7. Termination.** After September 30, 2012, Secure Product Support for Large Enterprises may be terminated by either party with ninety (90) days written notice prior to the start of the following renewal period. Any termination will be effective at the end of the then-current Secure Product Support for Large Enterprises period during which the termination notice is received by SAP. Notwithstanding the forgoing, SAP may terminate Secure Product Support for Large Enterprises after thirty (30) days written notice of Licensee's failure to pay Carahsoft for Secure Product Support for Large Enterprise Fees. For the avoidance of any doubt, termination of Secure Product Support for Large Enterprises by Licensee under this Addendum shall strictly apply to all licenses under the Agreement, its appendices, schedules and addenda and any partial termination of Secure Product Support for Large Enterprises by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda or this Addendum.
- 8. Verification.** To check compliance with the terms of this Addendum, SAP shall be entitled to periodically audit (at least once annually and in accordance with SAP standard procedures) (i) whether Licensee is eligible to receive Secure Product Support for Large Enterprises; (ii) the correctness of the information provided by Licensee in accordance with Section 5; and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in this Addendum. If at any point during the term of this Addendum SAP determines that Licensee has fallen below either the Maintenance Threshold or License Threshold defined above, Section 5 shall apply accordingly.
- 9. Reinstatement.** In the event Licensee elects not to commence Secure Product Support for Large Enterprises upon the first day of the month following initial delivery of the Software, or Secure Product Support for Large Enterprises is otherwise terminated pursuant to Section 7 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, Carahsoft will invoice Licensee the accrued Secure Product Support for Large Enterprises Fees associated with such time period plus a reinstatement fee.
- 10. Other Terms and Conditions.**

 - 10.1 The scope of Secure Product Support for Large Enterprises may be changed by SAP at any time upon three months prior written notice.
 - 10.2 Licensee hereby confirms, as of the Effective Date of this Addendum that Licensee has obtained all licenses for the Licensee Solutions;
 - 10.3 FAILURE TO UTILIZE SECURE PRODUCT SUPPORT FOR LARGE ENTERPRISES PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE.
 - 10.4 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide Secure Product Support for Large Enterprises on such third party products to the degree the applicable third party makes the necessary services available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive Secure Product Support for Large Enterprises. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
 - 10.5 Secure Product Support for Large Enterprises is provided according to the current maintenance phases of SAP Software releases as stated in <http://service.sap.com/releasestrategy>.
 - 10.6 Carahsoft, through SAP GSS shall provide Secure Product Support for Large Enterprises to Licensee under the terms of the Agreement (as applicable to the provisioning of services), including, but not limited to, the sections addressing the following issues: limitation of liability, proprietary or confidential information and rights in intellectual property. However, the parties agree that, other than as to damages resulting from the unauthorized use or disclosure of proprietary information, the amount of damages hereunder shall be limited to the fees paid under this Addendum. Such terms shall prevail over any conflicting or inconsistent terms and conditions, and any additional terms shall be deemed void, that may appear on any purchase order or other document furnished by Licensee to Carahsoft.
 - 10.7 Licensee is responsible for making the necessary internal arrangements for the carrying out of the services hereunder, and in the case of on-site services, if any, for providing an appropriate work environment such as office space, parking, network connectivity, and access to appropriate systems, personnel, printers, fax machines, photocopiers, projectors, and other important facilities. Licensee agrees that the services shall be subject to change if the necessary resources are not provided.
 - 10.8 Those provisions of the Agreement addressing limitation of liability, proprietary or confidential information and rights in intellectual property shall survive any termination of this Addendum, as to the services provided hereunder.
 - 10.9 SAP GSS shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the Secure Product Support for Large Enterprises services, whether or not developed for Licensee.
 - 10.10 SAP GSS warrants that Secure Product Support for Large Enterprises services shall be performed consistent with generally accepted industry standards. SAP GSS MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS ADDENDUM AND THE SERVICES PROVIDED HEREUNDER. For any breach of this warranty, Licensee's sole and exclusive remedy shall be reperformance of the unsatisfactory services.

10.11 This Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Addendum shall be effective for any purpose unless in writing and signed by the parties.

(End of Summary of Changes)